

Distribution: 25X1A
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SAPC-6607
Copy 2 of 4
29 May 1956

MEMORANDUM FOR THE RECORD

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SUBJECT : Concurrence in Letter Contract No. [redacted] with
Perkin-Elmer Corporation, Project [redacted].

1. Letter Contract No. [redacted] provides for a feasibility study to be conducted by Perkin-Elmer Corporation, Norwalk, Connecticut, over a two-month period to determine the equipment requirements for an [redacted] responsibility for development of which has been assigned to the Agency's [redacted]

25X1A

25X1A

2. Letter Contract No. [redacted] has been drawn pursuant to a memorandum from Chief, [redacted] dated 16 May 1956, attached hereto, requesting that the desired contractual arrangement be made by the Project AQUATONE Contracting Officer in view of his existing contractual relations with this contractor and the high priority which attaches to the [redacted] program. No contractual relationship presently exists between the Perkin-Elmer Corporation and the Office of Logistics under which this contract could be negotiated and awarded within the time limits required.

25X1A

3. Funds in the amount of [redacted] chargeable to Fiscal Year 1956 Appropriation No. [redacted] have been made available for this procurement and are being transferred to Project AQUATONE by [redacted] Budget Officer.

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25X1A

4. This letter contract will be replaced by a definitive contract with the Perkin-Elmer Corporation. The definitive contract will be of the fixed price type.

5. It is recommended that you approve the signing of Letter Contract No. [redacted] by the authorized Project Contracting Officer.

25X1A

[redacted]
Contracting Officer

Approval requested in Paragraph 5,
granted

CONCURRENCES:

General Counsel

Comptroller

DOCUMENT NO. _____
NO CHANGE IN CLASS. ☒
☐ DECLASSIFIED

RICHARD M. HUSSELL, JR.
SA/PC/DCI - Project Director

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25X1A

Contract No. [REDACTED]

**The Perkins-Elmer Corporation
Norwalk, Connecticut**

Gentlemen:

1. Introduction

An order is hereby placed with the Contractor for the furnishing to the Government of the supplies or services set forth in Exhibit "A" attached hereto and hereby made a part hereof.

2. Direction to Proceed

Except as otherwise expressly provided to the contrary herein, the Contractor is directed, upon its acceptance of this order, to proceed immediately to procure the necessary materials, and to commence the manufacture of the supplies or performance of the services called for herein, and to pursue such work with all diligence to the end that the supplies may be delivered or services performed at the earliest practicable date.

3. Contract Clauses Incorporated by Reference:

(a) The provisions of the contract clauses set forth in the following paragraphs of the Armed Services Procurement Regulation in effect on the date hereof and the additional clauses which are made a part of this Letter Contract in Exhibit "A" are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full:

7-103.1 (Definitions); 7-103.2 (Changes); 7-103.3 (Extras); 7-103.4 (Variation in Quantity); 7-103.5 (Inspection); 7-103.6 (Responsibility for Supplies); 7-103.8 (Assignment of Claims); 7-103.9 (Additional Bond Security); 7-103.10 (Federal, State and Local Taxes); 7-103.12 (Disputes); 7-103.14 (Buy American Act); 7-103.16 (Eight-Hour Law of 1912); 7-103.17 (Walsh-Healey Public Contracts Act); 7-103.18 (Nondiscrimination in Employment); 7-103.19 (Officials Not to Benefit); 7-103.20 (Covenant Against Contingent Fees); 7-104.4 (Neutrality Act of 1939); 7-104.12 (Military Security Requirements); 7-104.14

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SECRET

6/1/82 REVIEWER: 064540

(Utilization of Small Business Concerns); 7-104.15 (Examination of Records); 7-104.16 (Gratuities); 7-104.17 (Convict Labor); 9-102 (Notice and Assistance); 9-103 (Reporting of Royalties); 9-104 (Filing of Patent Applications); 9-106 (Authorization and Consent); 9-107.1 (Patent Rights); 9-202 (Copyright); and 13-502 (Government Furnished Property).

(b) Reference in any of the clauses enumerated in (a) above to contract prices or adjustments in contract prices and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments in amounts finally payable to the Contractor, or in time of performance required by such clauses, shall be made either at the time of settlement of Contractor's termination claims or shall be taken into account at the time of execution of the definitive contract contemplated herein.

4. Provision for Definitizing Contract:

By the Contractor's acceptance hereof, it undertakes, without delay, to enter into negotiations with the Government looking to the execution of a definitive contract which will include the clauses enumerated above and all other applicable clauses then required by Federal Law, Executive Order, and applicable Procurement Regulations to be included in contracts for supplies or services of the kind herein described. The definitive contract will also contain a detailed delivery schedule and prices, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to 10 July 1956 and will be either a firm fixed-price type or a fixed price type with provision for redetermination of price with respect to travel expenses.

5. Authority to Obligate Funds, and Subcontracts:

The Contractor is not authorized to expend or obligate, in furtherance of its performance hereunder, more than [REDACTED] in the aggregate. No contract, regardless of the amount thereof, shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts or work herein called for, without the written approval of the Contracting Officer as to sources.

25X1A

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6. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interests of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall (1) stop work under the contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; (4) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title and deliver to the Government, in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government; (7) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in provision (6) of this paragraph, PROVIDED, HOWEVER, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer; and PROVIDED FURTHER that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest. At any time after expiration of the plant clearance period, as defined in Section VIII,

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Armed Services Procurement Regulation, as it may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Government will accept title to such items and remove them or enter into a storage agreement covering the same, PROVIDED that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer its termination claim, in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than two years from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such two-year period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

(e) In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

- (1) For completed supplies accepted by the Government (or sold or acquired as provided in paragraph (b)(7) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or

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(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph (e)(1) hereof;

(ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(5) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (i) above).

25X1A

(iii) A sum equal to [] of that part of the amount determined under (i) which represents the cost of articles and materials not processed by the Contractor, plus a sum equal to [] of the remainder of such amount, but the aggregate of such sums shall not exceed [] of the whole of the amount determined under subdivision (i) above, which amount for the purpose of this subdivision (iii) shall exclude any charges for interest on borrowings; PROVIDED, HOWEVER, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss. 25X1A

25X1A

(3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (1) and (2) of this paragraph (e) shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in paragraph (e)(1) and paragraph (e)(2)(i), the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government, or to a buyer pursuant to paragraph (b)(7).

(f) Any determination of costs under paragraph (c) or (e) hereof shall be governed by the Statement of Principles for Consideration of Costs set forth in Part 4 of Section VIII of the Armed Services Procurement Regulation, as in effect on the date of this contract.

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(g) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the Contracting Officer under paragraphs (c) or (e) above, except that if the Contractor has failed to submit its claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (i) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or (ii) if an appeal has been taken, the amount finally determined on such appeal.

(h) In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other unliquidated payments on account theretofore made to the Contractor, (2) any claim which the Government may have against the Contractor in connection with this contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Government.

(i) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(j) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6% per annum, for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition.

(k) Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of six years after final settlements under this contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authentic reproductions thereof.

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SECRET

7. Alterations:

The following alterations of this Letter Contract have been made prior to the execution of this contract by parties hereto:

In reference ASPR clause 7-104.15 (Examination of Records) delete "Comptroller General of the United States" and substitute in lieu thereof "Contracting Officer under this Contract."

8. The Contractor's acceptance of this order will be indicated by affixing its signature to the original and two copies thereof and returning the original and one executed copies to the Contracting Officer not later than 25 June 1956. Such acceptance will constitute this order a contract on the terms set forth herein.

THE UNITED STATES OF AMERICA

BY

ACCEPTED _____

Contracting Officer

THE PERKIN-ELMER CORPORATION

Contractor

(Affix Corporate Seal)

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BY

TITLE

Secretary

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25X1A

Contract No. [REDACTED]

EXHIBIT A

1. Work to be Performed. The Contractor shall conduct during the term stated in paragraph 2 hereof a feasibility study of a Photographic System in accordance with its proposal of 11 May 1956, and the procurement description generally outlining the operational requirements for such system, both of which are on file with the Contractor and the Contracting Officer. In performing the above study, the Contractor shall submit the following reports to the Contracting Officer for which payments will be made at the amounts indicated:

- a. An interim report, in triplicate, briefly outlining studies made within the first 30 day period of this contract and any conclusions reached as to contemplated equipment requirements. This interim report shall be submitted within 10 days after completion of the above period of work..... [REDACTED]
- b. Final report, in six copies, setting forth the results of the studies conducted during entire term of this contract and a recommendation as to a system which will best fulfill the operational requirements of the program. This final report shall be submitted within two weeks after completion of studies conducted hereunder..... [REDACTED]

2. Period of Contract. Studies to be conducted hereunder shall commence on the date of acceptance of this letter contract by the Contractor and shall be completed two (2) months thereafter.

3. Special Security Restrictions. The Contractor shall not reveal (1) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the departments of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters.

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